

1999, 2000, AND 2001

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WAUKESHA COUNTY

AND

WISCONSIN COUNCIL OF COUNTY AND

MUNICIPAL EMPLOYEES, AFSCME, AFL-CIO

PUBLIC HEALTH NURSES

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AGREEMENT

This Agreement made and entered into at the City of Waukesha, Wisconsin, by and between the County of Waukesha, State of Wisconsin, a municipal body corporate, as municipal employer, hereinafter referred to as the "County" or "Employer" and Wisconsin Council of County and Municipal Employees, AFSCME, AFL-CIO, hereinafter referred to as the "Union" for employee efficiency and the quality of service rendered to the County and public, maintain a uniform scale of wages, working conditions and hours among the employees, members of the Union, and to facilitate a peaceful adjustment of all grievances which may arise between the County and the employees represented by the Union.

ARTICLE I MANAGEMENT RIGHTS RESERVED

- 1.01 Except as otherwise specifically provided herein, the management of the County of Waukesha and the direction of the work force, including but not limited to the right to hire, the right to promote, the right to transfer, the right to discipline or discharge for proper cause, the right to decide job qualifications for hiring and promotion, the right to make reasonable rules and regulations governing conduct and safety, the right to determine schedules of work, the right to subcontract work (when it is not feasible or economical for County employees to perform such work), the right to discontinue temporarily or permanently, in whole or in part, the operations or services performed by the employees herein, the right to determine the number of employees assigned to any particular operation or service and the right to determine the methods, processes and manner of performing work are vested exclusively in management. Management in exercising these functions will not discriminate against any employee because of his or her membership in the Union.

If any employee and/or the Union contend management has acted arbitrarily and capriciously in exercising these functions, such contention may be submitted to the grievance and arbitration procedure for determination whether any such actions was, in fact, arbitrary and capricious.

ARTICLE II NON-DISCRIMINATION

- 2.01 The parties agree there shall be no discrimination against any employee covered by this Agreement because of membership or activities in the Union nor will the parties interfere with the right of employees to become members of the Union or refrain from any such activities. The parties and employees covered herein agree none will discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, age, sexual preference, or marital status.

ARTICLE III RECOGNITION AND BARGAINING UNITS

- 3.01 The County of Waukesha recognizes the "Union" referred to herein as the Wisconsin Council of County and Municipal Employees, AFSCME, and AFL-CIO, as the exclusive collective bargaining agent on behalf of the employees of the County of Waukesha Department of Health and Human Services as hereafter stipulated according to Wisconsin Employment Relations Commission determination under Case No. LIII, No. 24727, ME - 1686.

- A. All regular full-time and regular part-time Professional Registered Nurses, Public Health Nurses, and Community Health Educators employed in the Waukesha County Department of Health and Human Services excluding supervisors, administrators and all other employees of Waukesha County.
- 3.02 Should the "Union" following certification by an appropriate governmental agency, Wisconsin Employment Relation Commission or upon recognition by the County of Waukesha become the collective bargaining agent for other employees of the County of Waukesha not heretofore included in Article III hereof, it is agreed that Article III of this Agreement upon written consent of the parties hereto may be amended to include the employee unit last certified or recognized.

ARTICLE IV UNION ACTIVITIES

- 4.01 Except as provided hereafter, no employee shall conduct any Union or other private business on County time.
- 4.02 The County shall allow Grievance Committee members and the aggrieved party sufficient time for the proper processing of grievances.
- 4.03 Union representatives having business with the officers or individual members of the Union may confer with such Union officers or members during working hours. Such privilege shall not be abused.
- 4.04 The County agrees that Union notices pertaining to Union business may be posted on a designated bulletin board.
- 4.05 The Union shall supply the Labor Relations Manager with a written list of the names of all present officers and stewards of each Local Union, and shall promptly notify the Labor Relations Manager of any changes which might occur in such list during the life of this Agreement.
- 4.06 Grievance Committee: The Union will give to the Labor Relations Manager in writing the names of the grievance representatives. Employees representing the Union in the processing of a grievance shall be eligible to receive County compensation for time served as a grievance representative up to and including step three (3) of the grievance procedure if occurring during the employee's scheduled hours of work.
- 4.07 Bargaining Committee:
 - A. Employees representing the Union during a negotiation session shall be ineligible to receive County compensation (pay) for the time served as a Union representative.
 - B. The Union will give to the Labor Relations Manager in writing the names of the bargaining representatives.
 - C. When County management requests the Union to meet in agreement negotiations between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, authorized County employee members of the Union negotiations committee whose hours of work are between 8:00 a.m. and 5:00 p.m. shall be paid their regular straight time rate of pay for time spent in negotiations with the management; such committee members shall be limited to two (2) employees.

- 4.08 A. Modified Fair Share: The Union, as the exclusive collective bargaining representative of all of the employees in the bargaining unit covered by this Agreement, shall represent all such employees, both Union members and non-members, fairly and equally.

The parties agree that all new employees hired after the signing of this Agreement and employees who are voluntarily paying Union dues or their fair share of the costs of representation by Local 2494 AFSCME, AFL-CIO on the date this Agreement is signed, as well as all employees who thereafter voluntarily agree to pay such costs shall be required to continue paying such costs. No employee shall be required to join the Union, but membership in the Union shall be available to all employees who apply, consistent with the Union's constitution and bylaws.

- B. Membership: No employee shall be required to join the Local Union that serves as his/her collective bargaining representative, but Union membership shall be made available to all employees who apply, consistent with the constitution and by-laws of the Union. No employee shall be denied Union membership on the basis of race, color, creed, religion, sex, national origin, disability, age, sexual preference, or marital status.
- C. Payroll Deduction: The Employer shall deduct from the first pay check of each month an amount, certified by the Treasurer of Local 2494 as the fair share of the costs of collective bargaining and contract administration.
1. Newly Hired Employees: With respect to newly hired employees, the deduction noted above shall commence with the first payroll period normally used to make such deductions which represents wages paid for the month following the month in which such employees completed their probationary period.
 2. Periods of No-Pay Status: The Employer shall not be required to submit any amounts to the Local Unions under the provisions of this Article on behalf of employees otherwise covered who are on layoff, unpaid leave of absence, or other status in which they receive no pay for the pay period normally used by the Employer to make such deductions.
 3. Inadvertence or Error: If, through inadvertence or error, the Employer fails to make a deduction which is properly due and owing from an employee's paycheck, such deductions shall be made from the next paycheck normally used to make such deductions, and shall be submitted to the Treasurer of the Local Union.
- D. Administration: The aggregate amount so deducted, along with an itemized list of the employees from whom such deductions were made, shall be forwarded to the Treasurer of the Local Union, within ten (10) days of the date such deductions were made. Any changes in the amount to be deducted shall be certified to the Employer by the Treasurer of the Local Union at least thirty (30) days prior to the effective date of such change.
- E. Indemnification and Hold Harmless Provision: The collective bargaining representative shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of, or by reason of, action taken by the Employer under the provisions of this article. The Employer shall not be liable to the Union, employees or any party by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions from employees' wages earned.

- F. Validity of Fair Share: In the event that the modified Fair Share Agreement as set forth above becomes invalid, the Employer hereby agrees to deduct from the first paycheck of each month, dues from the pay of those employees who individually authorize in writing that such deduction be made. The amounts deducted shall be certified to the Employer by the Treasurer of the Local Union, and the dues so deducted shall be turned over to the Treasurer of the Local Union, along with an itemized list of the employees from whom such deductions were made within ten (10) days of the date of such deductions. Any changes in the amount to be deducted shall be certified to the Employer by the Treasurer of the Local Union at least thirty (30) days prior to the effective date of such change.
- G. Rebate Provision: Any employee who may hereafter be subject to the provisions of the Modified Fair Share Agreement will, if they object, be reimbursed by the Union for any portion of the dues deducted not strictly related to the collective bargaining process or contract administration.

ARTICLE V EMPLOYEE DEFINITIONS

- 5.01 Regular Full-Time Employee: A regular full-time employee is defined as an employee who has a work schedule of at least eighty (80) hours bi-weekly on a year round basis and who receives full employee benefits.
- 5.02 Regular Part-Time Employee: A regular part-time employee is defined as an employee who has a work schedule of at least forty (40) hours bi-weekly on a year round basis and who receives half employee benefits.
- 5.03 Temporary, Seasonal, Emergency (Monthly Voucher Payment or Provisional Employee): An employee performing work for a limited term in these categories does not accrue seniority or accrue or receive any fringe benefits and may be terminated at any time.

ARTICLE VI COUNTY/UNION SECURITY

- 6.01 During the term of this Agreement and during negotiations, the Union and the employees subject to this Agreement agree that they will not cause, encourage, participate in or support any strike, picketing, slow down, refusal to perform work or other interruption of or interference with the normal functions required of Management by the County of Waukesha. Any violation of this paragraph shall be grounds for disciplinary action up to and including discharge.
- 6.02 During the term of this Agreement and during negotiations, the "Employer" agrees that employees subject to this Agreement will not be locked out or prevented from carrying out or performing their normal duties as employees of the County of Waukesha.

**ARTICLE VII
GRIEVANCE PROCEDURE**

7.01 A grievance is a claim or dispute by an employee of the County concerning the interpretation or application of this Agreement. Any other complaint or misunderstanding may be processed through Step three (3) of the grievance procedure. To be processed, a grievance shall be presented in writing to the department head with a copy to the Department of Administration under Step two (2) below within thirty (30) days after the time the employee affected knows or should know the facts causing the grievance. Grievances shall be processed as follows:

Step 1 The employee and/or his/her Union representative shall attempt to settle the issue with the immediate supervisor.

Step 2 If the issue is not settled, then the employee, his/her representative, and the immediate supervisor shall attempt to settle the issue with the department head. Such issues shall be in writing stating fully the details of the grievance and submitted within ten (10) working days of Step one (1). The department head shall hear the grievance within ten (10) working days and shall render his decision in writing within ten (10) working days.

Step 3 If a satisfactory settlement is not reached as outlined in Step two (2), the grievance may be submitted to the Director of Administration who shall hear the grievance within ten (10) working days after its receipt and shall render its decision within ten (10) working days. If the grievance is not presented to the Director of Administration within ten (10) working days of the department head's response in Step two (2), it shall be considered settled.

Step 4 If a satisfactory settlement is not reached as outlined in Step three (3), the grievance may be submitted to arbitration within twenty (20) working days.

One arbitrator shall be chosen by the County and one by the Union. These two arbitrators will attempt to agree on a third arbitrator to serve as chairman of the board. If the two cannot agree on the selection of a third, either party may request a panel of five (5) arbitrators to be named from the Wisconsin Employment Relations Commission from which panel a third arbitrator will be selected by means of the parties alternately striking names. The name remaining would be the arbitrator. The Board of Arbitration shall after hearing, by a majority vote, make a decision on the grievance which shall be final and binding upon both parties. Only grievances concerning the application or interpretation of this contract are subject to arbitration. The arbitrators shall not add to or modify any provision of this Agreement.

Each party shall bear the cost of its chosen arbitrator, and the cost of the third arbitrator as well as all other costs of arbitration shall be shared equally by the parties. Each party shall bear the expenses of their own witnesses.

7.02 Time limits contained in the grievance procedure may be extended by mutual consent of the parties.

**ARTICLE VIII
PROBATIONARY PERIOD**

8.01 Any new employee shall serve a trial period of employment of six (6) calendar months. A new regular part-time employee shall serve a trial period of six (6) calendar months. An employee dismissed during the trial period shall not have recourse through the grievance procedure.

**ARTICLE IX
SENIORITY**

9.01 Definition: Seniority shall mean the status attained by length of continuous service following the successful completion of a probationary period and the employees continuous service date shall be retroactive to the last date the employee entered County service, and shall indicate time worked excluding personal leaves of absence exceeding thirty (30) days but including leaves of absence granted for illness and United States military service.

9.02 Application of Seniority:

- A. Seniority shall be applied and maintained within the department by classification.
- B. Seniority shall be a factor applied as hereafter provided in layoffs, recalls, promotions, and vacation selection, and shift selection.
- C. Loss of Seniority:

Employees shall lose their seniority for any of the following reasons:

- 1. Discharge, if not reversed.
- 2. Resignation.
- 3. Absent for two (2) consecutive scheduled workdays without notifying the County of the reason for absence and who has no acceptable reason for being absent from work, shall be considered as having resigned.
- 4. Unexcused failure to return to work when recalled from a layoff as set forth in the recall procedure.
- 5. Unexcused failure to return to work after the expiration of a vacation period, leave of absence, or period for which worker's compensation was paid.
- 6. Retirement.
- 7. On layoff for a continuous period of time equivalent to twelve (12) or more calendar months.

9.03 Seniority Lists: The County agrees to supply the Union with a seniority list on or about January 1 and July 1 of each year.

**ARTICLE X
LAYOFF AND RECALL**

10.01 Layoff shall mean the separation of an employee from the active work force due to lack of work or funds or to the abolition of positions due to changes in the organization.

10.02 The layoff of regular employees in any department shall be in inverse order of seniority in the department affected except as hereafter provided.

- A. A department head may deviate from seniority in layoffs when seniority alone would result in retaining an employee unable to maintain a level of performance equal to County standards.

10.03 Recall from Layoff:

- A. The recall of regular employees from layoff shall be in inverse order of layoff. A department head may deviate from seniority in recalls from layoffs when seniority alone would result in recalling an employee unable to maintain a level of performance equal to County standards.
- B. The names of employees laid off through no fault of their own shall remain on a departmental call list for a period equal to twelve (12) calendar months from date of layoff.
- C. Employees recalled from layoff shall be given a maximum of five (5) workdays to respond after notice has been sent by certified mail to their last known address on file with the Labor Relations Manager, and five (5) workdays to resume work. This notice shall constitute sufficient notice of work availability.
- D. Employees who fail to respond to or decline a call to return to work within the time limits provided above shall be presumed to have resigned. The names of such employees are to be removed from the seniority list, and, if they are subsequently re-employed, they shall return to work as new employees.

10.04 Employees who are scheduled for layoff may replace employees of lower job classifications within the same department, provided that they have more seniority than the person occupying the lower job classification.

10.05 Employees with greater seniority who by reason of layoff replace other employees in lower job classifications shall be restored to their former classification when such a position becomes available. If such employee, when offered job restoration, declines the job, the employee's right to the job shall be forfeited. However, such employee shall not be prohibited from bidding on future vacancies in that job classification.

10.06 Notice sent the employee or member of his family directed to the employee's last address appearing on County Personnel record located in the Office of the Labor Relations Manager shall constitute sufficient notice of work availability.

**ARTICLE XI
PROMOTIONS**

11.01 Any vacancy except entry level positions in a department shall be posted weekly in the Courthouse and in the respective departments.

Employees interested in the posting shall apply in written request to the Department of Administration. Present County employees will be given preference before any new employees are hired. Ability and experience being equal, the employee with greatest County seniority shall be given the position.

11.02 Upon promotion, an employee shall be granted a salary increase equal in amount to one step of the higher classification but the employee's new salary shall be no less than the minimum of the new salary range. In the event the salary increase places the employee between salary steps, the employee shall normally be placed on the next higher step in the new salary range.

- 11.03 Regular full-time or regular part-time employees who are promoted, demoted, or transferred shall serve a trial period of sixty (60) days in the new position during which time their performance will be periodically evaluated. This time limit may be extended by the County for up to an additional thirty (30) days with the written agreement of the union president. Employees failing to satisfactorily pass the probationary period evaluation for a promotion, demotion, or transfer, or at employee's request, during this period of time, shall be returned to their former classification and rate of pay.
- 11.04 In the event of a demotion due to an individual employee's inability to function in the higher classification or at the employee's request, the employee shall be placed in the pay range of the new classification in accordance with years of service, qualifications, and an assessment of the employee's present capabilities.

ARTICLE XII
WORKWEEK/WORKDAY

- 12.01 The normal workweek shall consist of forty (40) hours, and time worked in excess of this amount shall be compensated at one and one-half (1-1/2) times the normal rate of pay. Five (5) consecutive eight (8) hour days shall constitute a workweek. Eight (8) consecutive hours shall constitute a workday.
- 12.02 Hours: A schedule of hours for each employee will be prepared by the appropriate department head. This schedule shall be the matter of record. This schedule may be modified or adjusted at the discretion of the department head to meet the needs of the department. All time paid for shall be counted as hours worked.
- 12.03 Rest Period: Any employee scheduled to work four (4) or more consecutive hours will be granted a fifteen (15) minute rest period within the four (4) hour working period. Rest periods scheduled will be at the discretion of the supervisor and/or department head.

ARTICLE XIII
PAY PERIOD

- 13.01 All employees shall be paid every other Wednesday. If the regular payday falls on a holiday, paychecks will be available on the preceding workday.

ARTICLE XIV
PREMIUM PAY

- 14.01 Overtime: Regular full-time employees shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of forty (40) hours per week, and effective April 6, 1985 over eight (8) hours in a workday, or on Saturday or Sunday.

Overtime on Saturday or Sunday will not be earned or credited when Saturday or Sunday is a regularly scheduled workday, or when the employee is working a Saturday or Sunday because of a duty trade or rotation.

An employee's regular clinic hours (i.e., those assigned a minimum of thirty (30) calendar days prior to the clinic) shall be excluded from the eight (8) hour per day overtime requirement. A new hire who is assigned to clinics within the first thirty (30) days of employment shall be excluded from the eight (8) hour per day overtime requirement. In addition, one (1) employee to act as a substitute (i.e., prn nurse) shall be excluded from the eight (8) hour per day overtime requirement, provided the substitute employee is also assigned thirty (30) calendar days in advance.

Employees conducting health education programs or participating in interagency meetings shall be excluded from the eight (8) hour per day overtime requirement unless assigned to such program or interagency meetings without fourteen (14) days notice. In order to accommodate the daily overtime exclusion for appropriate interagency meetings or clinic and health education program work, assigned employees shall be required to alter their regular scheduled hours to maintain a forty (40) hour work week. The employee and his/her immediate supervisor will attempt to work out a satisfactory modification in the employee's schedule before such schedule is changed.

- 14.02 Holiday Pay: Employees working on any of the holidays set forth in Article XVII will receive holiday pay plus compensation at the rate of time and one-half (1-1/2) the regular rate of pay for the hours actually worked. This Section shall not apply to departments on a continuous operation.
- 14.03 Call-In Time: Employees who shall be called to work at other than the regularly scheduled starting time shall be entitled to at least two (2) hours pay at time and one-half (1-1/2). This provision shall not apply to an employee who starts work early and continues into regularly scheduled hours or who continues past regularly scheduled hours.
- 14.04 Compensatory Time:
- A. In lieu of cash payment for overtime work, regular full-time employees may elect to take compensatory time off at the rate of one and one-half (1-1/2) hours for each one (1) hour of overtime worked.
 - B. Regular full-time employees may accumulate not more than twenty-four (24) overtime hours to be taken off at the rate of one and one-half (1-1/2) hours off for each accumulated overtime hour.
 - C. All compensatory time accumulated but not used in a calendar year will be paid in cash in the last pay period of the year.
 - D. Compensatory time may be used at the employee's discretion with the approval of the department head.

ARTICLE XV WAGES

- 15.01 The wage schedule shall be as set forth in the Appendix and shall be attached hereto.
- 15.02 All changes in employee rates of pay shall become effective at the beginning of the pay period following the date of the employee's change order when processed.
- 15.03 All wage rates shall be biweekly and based upon eighty (80) hours of work.

ARTICLE XVI
COMPENSATION DETERMINATION

- 16.01 Probationary Period: Employees serve a six (6) month probationary period. Upon successful completion of a probationary period, a one-step salary increase shall be granted effective the first day of the pay period in which the probationary period is completed. In the event of the extension of a probationary period by the County, the increase will be granted at the completion of the extended probationary period.

In the event an employee is promoted during the six month probationary period, the employee shall complete six months of work in the new classification before being eligible for a wage increase based upon merit.

16.02 Within Range Salary Increases:

- A. Merit Increase to Third Step: Full-time employees are eligible to receive a merit increase to the third step prior to or upon completion of six (6) months of work in the second step.
- B. Merit Increase to Fourth Step: Full-time employees are eligible to receive a merit increase to the fourth step prior to or upon completion of six (6) months of work in the third step.
- C. Merit Increase to Fifth Step: Full-time employees are eligible to receive a merit increase to the fifth step prior to or upon completion of twelve (12) months of work in the fourth step.
- D. Merit Increase to Sixth Step: Full time employees are eligible to receive a merit increase to the sixth step prior to or upon completion of twelve (12) months of work in the fifth step.
- E. In the event a pay increase is not given at the completion of a step, such increases may be given prior to the completion of the next step if the employee's work performance improves to a satisfactory level to the requirements of the position.
- F. Regular part-time employees shall be eligible to receive merit increases in the above salary plan when their hours worked in each step equal those of regular full-time employees.

16.03 Longevity Pay:

- A. Longevity pay shall mean a percentage of salary earned by the employee based on length of service as defined in Section 9.01 of this Agreement. Regular full-time or regular part-time employees hired before January 1, 1973, are eligible to receive the longevity pay in addition to their earnings. The rate will be six and one-half percent (6.5%) of their gross earnings.

ARTICLE XVII
HOLIDAYS, SICK LEAVE , INSURANCE

17.01 Holidays

- A. The following listed days shall be observed as paid holiday time for regular full-time and regular part-time employees. Regular part-time employees shall receive one-half (1/2) holiday benefits.

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

- B. Employees working as of February 1 will be entitled to one (1) floating holiday.
- C. Employees working as of June 1 will be entitled to one (1) floating holiday. Both floating holidays are to be used before the end of the calendar year. The scheduling of these days off shall be requested by the employee and is subject to approval of the department head.
- D. When any of the aforesaid holidays occur on Saturday or Sunday, an employee may receive either the preceding Friday or the following Monday off with pay. The employee's day off shall be scheduled at the discretion of the department head. When Christmas Day and New Year's Day fall on a Monday; or when Christmas Eve and New Year's Eve fall on a Friday, the days will be observed and the employee's days off will be scheduled at the discretion of the department head.
- E. An employee working any of these holidays will receive holiday pay plus their regular compensation at time and one-half (1-1/2) except departments on a continuous operation.
- F. To be eligible for holiday pay, the employee must work the day before and the day after the holiday (or in the case of a floating holiday, the day before and the day after the applicable eligibility date) unless either day is a regularly scheduled day off or unless the employee has an excused absence. Employees who fail to work on a holiday scheduled as a regular work day and who do not have an excused absence shall not be eligible for holiday pay.
- G. In a pay period in which a holiday occurs, the County will allow regular part-time employees sufficient hours of work to meet their normally biweekly compensation.

17.02 Sick Leave:

- A. Regular full-time employees shall earn sick leave at the rate of one (1) day for each month of employment, with a maximum accumulation of one hundred twenty (120) days.
- B. Regular part-time employees shall earn paid sick leave at the rate of one half (1/2) day for each month of employment, with a maximum accumulation of one hundred twenty (120) days.
- C. Employees shall not be eligible to use sick leave benefits during the probationary period, but upon completion of the probationary period, employees shall be credited with sick leave earned from their

original date of employment. Upon completion of the probationary period, employees shall receive back pay for any sick leave used during the probationary period up to the extent of their accumulation.

- D. Sick leave benefits shall be recorded on a one (1) hour basis. Absences of less than one (1) hour in one workweek shall not be recorded. Absences in excess of one (1) hour shall be counted to the nearest hour. Effective January 1, 1995, sick leave benefits shall be recorded on the basis of actual usage and reported to the nearest tenth of an hour.
- E. Sick leave credits shall not accrue for periods of unpaid leave of absence. Where an employee on an unpaid leave of absence works the majority of scheduled workdays during the month, the employee will earn a sick day for such a month.
- F. Sick leave shall not be used for periods of absence resulting from injury incurred in supplemental employment.
- G. Substantiation:
 - 1. An employee shall substantiate the use of sick leave to his/her department head.
 - 2. No sick leave allowance will be made for the day before or after a holiday or scheduled days off, without presenting an acceptable doctor's certificate of illness; but a department head, at his/her discretion, can waive the need for an acceptable doctor's certificate of illness.
 - 3. Department heads shall require an acceptable medical certificate from a physician to justify the granting of sick leave in excess of two (2) days; but, the department head, at his/her discretion, can waive the need for an acceptable doctor's certificate of illness.
- H. Employees who retire at age sixty-five (65) shall be paid fifty percent (50%) of their unused sick leave accrual. To be eligible for this benefit, they must work until their sixty-fifth (65) birthday. Employees who retire after their fifty-fifth (55) birthday and who have twenty (20) years of credited service are also eligible for this benefit. Employees who retire with at least ten (10) years of credited service will be paid a percentage of their unused sick leave accrual on the following basis: Age 64-40%; Age 63-30%; Age 62-20%.
- I. Accumulated sick leave credits are not paid upon termination of employment except as provided in 17.02 (H).
- J. Regular full-time employees may use up to three (3) days of accumulated sick leave per calendar year to care for an ill or injured spouse, child, or parent. Regular part-time employees may use up to three (3) one-half (½) days for this purpose.

17.03 Hospital and Surgical Insurance:

- A. The County will provide a Point-Of-Service hospital and surgical insurance and will also offer Health Maintenance Organization (HMO) plans as an alternative. Each plan specifies eligibility requirements and enrollment procedures.
- B. Regular full-time and regular part-time employees are eligible to apply for the County's hospitalization plan within their first thirty (30) days of employment. The insurance will become effective on the first day of the month following sixty (60) days of employment after application acceptance.

- C. Regular Full-Time Employees: The County will pay ninety percent (90%) of the cost of a single or family plan. Eligible employees will pay ten percent (10%) of a single or family plan.
- D. Regular Part-Time Employees: The County will pay forty-five percent (45%) of the cost of the single or family traditional health insurance plan. Eligible employees will pay fifty-five percent (55%) of the single or family traditional plan.

17.04 Dental Insurance – Effective January 1, 1987:

- A. The County agrees to offer a group dental insurance plan to eligible employees. The County will also offer a dental Health Maintenance Organization (HMO) as an alternative. Each plan specifies eligibility requirements and enrollment procedures.
- B. Regular full-time employees and regular part-time employees are eligible to apply for the County's dental plan within their first thirty (30) days of employment. The insurance will become effective on the first day of the month following six (6) months of employment after application acceptance.
- C. Regular Full-Time Employees: The County will pay ninety percent (90%) per month towards the cost of the least expensive family or single dental insurance plan or HMO plan. Eligible employees will pay ten percent (10%) of the cost of the least expensive plan and any additional cost of their selecting a more expensive plan.
- D. Regular Part-Time Employees: The County will pay forty-five percent (45%) towards the cost of the least expensive family or single dental insurance plan or HMO plan. Eligible employees will pay fifty-five percent (55%) of the cost of the least expensive plan and any additional cost of their selecting a more expensive plan.

17.05 Life Insurance: After six (6) calendar months of work, the employer agrees it will participate in the State Group Life Insurance Plan or equivalent coverage and will pay the full premium cost.

17.06 Dependent Life Insurance: Regular full time and regular part time employees shall be eligible to participate in a dependent life insurance plan which provides \$10,000 life insurance coverage for the employee's spouse and \$5,000 coverage for each eligible dependent. The employees shall pay the full premium cost of the plan which will also specify benefit limitations, eligibility requirements, and enrollment procedures.

17.07 Wisconsin Retirement Fund: After an employee completes his first six (6) months of employment, the County shall pay the employee's share of his contribution to the Wisconsin Retirement Fund.

17.08 Employees with at least five (5) years of continuous service and who have exhausted their accrued sick leave benefits and are still unable to return to work due to illness or injury are eligible to have the County pay its share of the cost of the employees selected health care plan, dental plan, and life insurance for one (1) month.

17.09 Employees who retire may continue to participate in the group hospitalization and surgical plan by paying the premiums for this insurance to the County one month in advance.

- 17.10 Long Term Disability Insurance Effective 01/01/98 the County will provide a Long Term Disability Insurance plan for regular full time and regular part time employees. Regular full time and regular part time employees will become eligible the first of the month following six (6) months of employment. The County has the right to change plan carriers, self insure, or modify plan details provided the overall benefits in total are not reduced.

**ARTICLE XVIII
VACATIONS**

- 18.01 Regular full-time and regular part-time employees are eligible to earn and accrue paid vacation. The employee shall work the majority of scheduled workdays during the month for which vacation credit is to accrue except for time spent on paid vacation or sick leave. Vacation shall be computed in accordance with the following schedule:
- A. During the first calendar year and for each succeeding year through the sixth (6th) year of continuous employment, an employee may earn one (1) day of vacation for each month of employment with a maximum of ten (10) days. Regular part-time employees earn and accrue one-half (1/2) vacation benefits.
 - B. During the seventh (7th) year of continuous employment with the County and during each calendar year thereafter, an employee may earn one and one-half (1-1/2) days of vacation for each month of employment with a maximum of fifteen (15) days per year through the thirteenth (13) year.
 - C. During the fourteenth (14th) year and for each succeeding year through the twenty-second (22nd) year of continuous employment with the County, an employee may earn two (2) days of vacation for each month of employment with a maximum of twenty (20) days per year.
 - D. During the twenty-third (23rd) year of continuous employment with the County and during each calendar year thereafter, an employee may earn two and one-half (2-1/2) days of vacation for each month of employment with a maximum of twenty-five (25) days per year.
- 18.02 All vacation time is to be figured on a calendar year basis and all vacation time earned during the calendar year must be taken during the following year and at the discretion of the department head.
- 18.03 An employee must have completed his probationary period to be eligible for vacation benefits and upon completion of the probationary period, accrual of vacation credit will be retroactive to date of hire.
- 18.04 No claim for sick or funeral leave shall be allowed which occurs during vacation.
- 18.05 Holidays are not charged to vacation time.
- 18.06 Non-probationary employees who resign or are dismissed shall receive accrued vacation pay earned through the last complete month worked, and providing such employees who resign give at least two (2) weeks notice before their last day of work. Scheduled vacation days will not be counted toward the two (2) week notice before the last day of work pursuant to this section.
- 18.07 Vacation time is not accumulative from one calendar year to the next.

ARTICLE XIX
JURY DUTY/WITNESS SERVICE

- 19.01 Any employee subpoenaed for jury duty shall be paid the difference between his regular rate of pay and the pay received for jury duty.
- 19.02 Any employee subpoenaed as a witness connected with an incident occurring while on duty as an employee of the County shall be paid the difference between his regular rate of pay and the witness pay. This section will not apply when the employee is an adverse party or being represented by a party adverse to the County.

ARTICLE XX
WORKER'S COMPENSATION

- 20.01 Any employee absent from work due to an injury or illness compensable under the Worker's Compensation Act, shall, without charge to sick leave, continue to receive eighty (80%) of the employee's regular gross salary for a period not to exceed six (6) months per injury or illness, commencing after the first three (3) days of such illness or injury.

An employee otherwise eligible may use accumulated sick leave for the three (3) days. If the illness or injury necessitates an absence of greater than three (3) days, three (3) days will be restored to the employee's accumulated sick leave.

- 20.02 Salary for an employee under the provisions of this section shall be paid only as long as an employee is eligible to receive temporary total disability payments under the Worker's Compensation Act.
- 20.03 Upon expiration of disability pay, an employee who is still unable to return to work shall be ineligible to use accumulated sick leave, holidays, or vacation.
- 20.04 Employees unable to return to work at the end of the calendar year will receive pay for accumulated vacation and floating holidays benefits. The employee's accumulated sick leave will remain available for future use when the employee returns to work.

ARTICLE XXI
FUNERALS

- 21.01 Full-time employees shall be entitled to up to three (3) days of leave with pay to attend the funeral of a member of the immediate family. Immediate family shall be defined as spouse, child, brother, sister, parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren.
- 21.02 Part-time employees shall be entitled to up to three (3) one-half (1/2) days of leave with pay to attend the funeral of a member of the immediate family as defined in 21.01 above.

**ARTICLE XXII
LEAVE OF ABSENCE**

22.01 Absence from Employment without Pay:

- A. Requests shall be in writing to the department head at least fifteen (15) days prior to the contemplated absence stating circumstances involved, number of workdays requested, and in case of medical situation, a physician's statement.
- B. Requests for absence shall not exceed sixty (60) calendar days except in case of military, maternity, educational leave, or leaves due to serious illness.
- C. Employees on statutory medical, family, or medical leave of absence will have required County contributions to certain benefits required by law. Employees on non-statutory leaves extending beyond sixteen (16) days may continue to participate in the group health, dental, and life insurance policies provided they assume the payments of the premiums.

22.02 Maternity Leave:

- A. When an employee becomes pregnant, she shall furnish the County with a doctor's certificate indicating the approximate date of delivery and the length of time she may continue to perform her normal work duties. She shall be allowed to work until the date of delivery provided that she can perform her normal work duties.
- B. Six (6) weeks after termination of pregnancy, an employee must submit a doctor's certificate indicating she can return to work; or, if she is not physically able to return to work, indicating expected date of recovery.

22.03 Military Leave: Military leaves of absence shall be granted to employees working a minimum of forty (40) hours per week who are called or volunteer for military service, and the employee will be returned to work without loss of seniority rights provided application for re-employment is made within the statutory limits regulating the re-employment of veterans returning from the armed forces. Furthermore, re-employment shall be in accordance with the applicable statutes in effect at the time of re-employment.

22.04 Extended Illness Leave: Regular employees who have exhausted their sick leave credits shall be granted leaves of absence up to sixty (60) days provided that a doctor's certificate is submitted. Extensions of time beyond the sixty (60) day period may be granted at the discretion of the Director of Administration, subject to individual circumstances. Upon return to work from an extended leave due to illness, an employee shall submit a doctor's certificate indicating he/she can fully resume his/her normal work duties.

22.05 Personal Leave: Upon approval of the department head, employees may be granted personal leaves of absence up to five (5) days to conduct personal business subject to the staffing needs of the department. Personal leaves of longer duration shall be given full consideration, subject to departmental needs and final approval by the Department of Administration.

**ARTICLE XXIII
UNION ACTIVITY**

- 23.01 The Union agrees to conduct its business with County employees off the job and away from County premises except as hereafter stipulated:
- A. The County will allow Grievance Committee members and the aggrieved party sufficient time for the proper processing of a grievance.
 - B. The Union representatives having business with the officers of the Union may confer with such Union officers or members during working hours. Such privilege shall not be abused.
 - C. No employee shall engage in any Union internal problems not directly concerned with Union administration relations with any other employee during working hours.

**ARTICLE XXIV
SEPARABILITY**

- 24.01 In the event any provision of this Agreement or application thereof is rendered invalid or illegal by any state or federal court of last resort having appropriate jurisdiction, the remainder of the Agreement shall remain in full force and effect.

**ARTICLE XXV
TIME FOR NEGOTIATIONS**

- 25.01 Agreement negotiations for 2002 shall be carried on by the parties as follows:
- A. Submission of Union demands by August 1, 2001.
 - B. Submission of County's counterproposal or answer by September 1, 2001.
- 25.02 The adherence to aforesaid schedule shall be effective as to its chronological order as closely as may be practical under the conditions applying at the time such conferences and negotiations are undertaken.

**ARTICLE XXVI
MILEAGE REIMBURSEMENT**

- 26.01 Mileage Reimbursement All employees who are required to use their own automobile in the performance of County business which has been approved by the Department Head shall be reimbursed at the rate of Thirty-three cents (33¢) per mile effective upon ratification. Effective 01/01/2000 employees will be eligible for mileage reimbursement of thirty-four cents (34¢) per mile, and effective 01/01/2001 thirty-five cents (35¢) per mile. However, mileage reimbursement will not exceed the amounts allowable by the Internal Revenue Service.

26.02 Carpool Incentive Prospective following contract ratification employees using personal vehicles for Department authorized work-related purposes who transport other employees will be eligible for an additional mileage allowance as follows:

- 3-4 people in a vehicle - .15 cents per mile;
- 5-6 people in a vehicle - .25 cents per mile;
- 7+ people in a vehicle - .35 cents per mile.

**ARTICLE XXVII
APPENDIX**

27.01 The following appendix shall be a part of this master agreement as if included therein and shall apply only to the local unit represented by the Union.

**ARTICLE XXVIII
TERMINATION**

28.01 This Agreement shall become effective January 1, 1999, and shall remain in full force and effect up to and including December 31, 2001, and shall continue in full force and effect thereafter until such time that either party desires to open, amend, or otherwise change this Agreement.

Dated this _____ day of _____, _____.

APPROVED FOR THE COUNTY OF
WAUKESHA

APPROVED FOR THE WISCONSIN
COUNCIL OF COUNTY AND MUNICIPAL
EMPLOYEES, AFSCME, AFL-CIO

Representative, AFSCME, Council 40, AFL-CIO

**APPENDIX TO MASTER AGREEMENT JANUARY 1, 1999, TO DECEMBER 31, 2001 BY AND
BETWEEN THE COUNTY OF WAUKESHA AND WISCONSIN COUNCIL OF COUNTY AND
MUNICIPAL EMPLOYEES, AFSCME, AFL-CIO**

Conditions of employment and other matters agreed to between the employer and the Union in this Appendix shall not apply to or be a precedent for serving as a rule or course of action under any other local unit Appendix to the Master Agreement herein referred to.

1. The County will deduct from an employee's salary check according to a County policy for the following items subsequent to receiving from the employee a written deduction authorization where necessary:
 - A. Hospitalization and surgical insurance premium, if deduction is applicable.
 - B. United States Savings Bonds.
 - C. United Fund contributions.
2. The County will reimburse employees, subject to County Board policy, for expenses incurred when attending professional conventions, conferences, or seminars attendance at which is approved in advance according to the following schedules of reimbursements:
 - A. Employees will be reimbursed for meals and lodging up to twenty-five dollars (\$25.00) per day for a single room and up to ten dollars (\$10.00) per day for meals with a limit of five days. All expenses in excess of two dollars (\$2.00) must have receipts attached to the voucher when presented for payment. The County share of any registration shall not exceed fifty dollars (\$50.00) within the State and seventy-five dollars (\$75.00) out of State and permission for out-of-state travel must be received from the liaison and finance committees in advance. Convention travel is limited to one thousand two hundred (1,200) miles each way from and to Waukesha.
 - B. Expenses for lodging less than forty (40) miles from the Waukesha County Courthouse will not be allowed.
3. Premiums on American Nurses Association Liability: The County will reimburse Department of Health and Human Services Nurses at the rate of seven dollars and fifty cents (\$7.50) annually toward their liability insurance after the nurse has submitted receipt which shows the liability insurance has been paid and carried for the period of one (1) year. Furthermore, reimbursement shall be made at the end of the insurance year; or if less than one (1) year, the reimbursement shall be prorated according to the number of months the insurance has been carried by the Department of Health and Human Services Nurse.
4. Layoffs: If a reduction of employee personnel is necessary, the last person hired shall be the first person laid off and the last person laid off shall be the first person recalled.

5. Salary Schedule:

1999 – 3%
Effective January 2, 1999

	1 (0 mo)	2 (6 mo)	3 (12 mo)	4 (18 mo)	5 (30 mo)	6 (42 mo)	
Registered Professional Nurse	1193.53	1231.54	1269.53	1307.52	1345.48		Biweekly
	2586	2668	2751	2833	2915		Apprx Mth
	14.92	15.39	15.87	16.34	16.82		Apprx Hrly
Public Health Nurse I (Certified)	1250.47	1297.11	1345.48	1392.18	1440.50		Biweekly
	2709	2810	2915	3016	3121		Apprx Mth
	15.63	16.21	16.82	17.40	18.01		Approx Hrly
Public Health Nurse II (Degreed)	1345.48	1392.18	1440.50	1487.10	1533.74	1610.46	Biweekly
	2915	3016	3121	3222	3323	3489	Apprx Mth
	16.82	17.40	18.01	18.59	19.17	20.13	Apprx Hrly
Community Health Educator	1162.06	1220.54	1281.06	1345.61	1412.17	1482.82	Biweekly
	2518	2645	2776	2915	3060	3213	Apprx Mth
	14.53	15.26	16.01	16.82	17.65	18.54	Apprx Hrly

2000 – 2%, and \$0.10 per hour
Effective January 1, 2000

	1 (0 mo)	2 (6 mo)	3 (12 mo)	4 (18 mo)	5 (30 mo)	6 (42 mo)	
Registered Professional Nurse	1225.40	1264.17	1302.92	1341.67	1380.39		Biweekly
	2655	2739	2823	2907	2991		Apprx Mth
	15.32	15.80	16.29	16.77	17.25		Apprx Hrly
Public Health Nurse I (Certified)	1283.48	1331.05	1380.39	1428.02	1477.31		Biweekly
	2781	2884	2991	3094	3201		Apprx Mth
	16.04	16.64	17.25	17.85	18.47		Apprx Hrly
Public Health Nurse II (Degreed)	1380.39	1428.02	1477.31	1524.84	1572.41	1650.67	Biweekly
	2991	3094	3201	3304	3407	3576	Apprx Mth
	17.25	17.85	18.47	19.06	19.66	20.63	Apprx Hrly
Community Health Educator	1193.30	1252.95	1314.68	1380.52	1448.41	1520.48	Biweekly
	2585	2715	2848	2991	3138	3294	Apprx Mth
	14.92	15.66	16.43	17.26	18.11	19.01	Apprx Hrly

2000 – 2%
Effective July 1, 2000

	1 (0 mo)	2 (6 mo)	3 (12 mo)	4 (18 mo)	5 (30 mo)	6 (42 mo)	
Registered Professional Nurse	1249.91	1289.45	1328.98	1368.50	1408.00		Biweekly
	2708	2794	2879	2965	3051		Apprx Mth
	15.62	16.12	16.61	17.11	17.60		Apprx Hrly
Public Health Nurse I (Certified)	1309.15	1357.67	1408.00	1456.58	1506.86		Biweekly
	2836	2942	3051	3156	3265		Apprx Mth
	16.36	16.97	17.60	18.21	18.84		Apprx Hrly
Public Health Nurse II (Degreed)	1408.00	1456.58	1506.86	1555.34	1603.86	1683.68	Biweekly
	3051	3156	3265	3370	3475	3648	Apprx Mth
	17.60	18.21	18.84	19.44	20.05	21.05	Apprx Hrly
Community Health Educator	1217.17	1278.01	1340.97	1408.13	1477.38	1550.89	Biweekly
	2637	2769	2905	3051	3201	3360	Apprx Mth
	15.21	15.98	16.76	17.60	18.47	19.39	Apprx Hrly

2001 – 3%
Effective December 30, 2000

	1 (0 mo)	2 (6 mo)	3 (12 mo)	4 (18 mo)	5 (30 mo)	6 (42 mo)	
Registered Professional Nurse	1287.41	1328.13	1368.85	1409.56	1450.24		Biweekly
	2789	2878	2966	3054	3142		Apprx Mth
	16.09	16.60	17.11	17.62	18.13		Apprx Hrly
Public Health Nurse I (Certified)	1348.42	1398.40	1450.24	1500.28	1552.07		Biweekly
	2922	3030	3142	3251	3363		Apprx Mth
	16.86	17.48	18.13	18.75	19.40		Apprx Hrly
Public Health Nurse II (Degreed)	1450.24	1500.28	1552.07	1602.00	1651.97	1734.19	Biweekly
	3142	3251	3363	3471	3579	3757	Apprx Mth
	18.13	18.75	19.40	20.02	20.65	21.68	Apprx Hrly
Community Health Educator	1253.69	1316.35	1381.20	1450.37	1521.70	1597.42	Biweekly
	2716	2852	2993	3142	3297	3461	Apprx Mth
	15.67	16.45	17.26	18.13	19.02	19.97	Apprx Hrly